


 Timetrics Terms and Conditions 10-28-2011
 Confidential and Trade Secret
 Executed with Northland Energy Trading, LLC

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TERMS AND CONDITIONS FOR TIMETRICS CONSULTING SERVICES

1. TERMS AND CONDITIONS.

- a. The Terms and Conditions are an integral part of any Proposal or Engagement Letter from Timetrics that identifies the engagement to which they relate.
- b. In the event of conflict between the Proposal or Engagement Letter and these Terms and Conditions, these Terms and Conditions shall prevail unless specific reference to a provision herein is made in the Proposal or Engagement Letter. Other capitalized words in the Terms and Conditions shall have the meanings given to them in the Proposal or Engagement Letter.

2. SERVICES.

Timetrics will use reasonable and diligent efforts to complete the performance of the services within any agreed upon time-frame. It is understood and agreed that Timetrics services may include analysis, advice and recommendations; but all decisions in connection with the implementation of such analysis, advice and recommendations shall be the responsibility of, and made by, Client. Timetrics will not perform management functions or make management decisions for Client, unless agreed to in writing and contemplated in the Engagement. Nothing in the Terms and Conditions shall be construed as precluding or limiting in any way the right of Timetrics to provide services or goods (Including software) of any kind or nature whatsoever to any person or entity as Timetrics in its sole discretion deems appropriate.

3. CLIENT RESPONSIBILITIES.

- a. Client agrees to cooperate with Timetrics in the performance of the services under the Engagement and shall provide or arrange to provide Timetrics with timely access to and use of the personnel, facilities, equipment, data and information to the extent necessary for Timetrics to perform the services under the Engagement. Client shall be responsible for the performance of Client's employees, contractors, subcontractors, affiliates and agents and for the accuracy and completeness of all data and information provided to Timetrics for purposes of the performance by Timetrics of its services hereunder. The Proposal or Engagement Letter may set forth additional responsibilities of Client in connection with the Engagement. Client acknowledges that Client's failure to perform these obligations could adversely impact Timetrics' ability to perform Timetrics' services.
- b. Timetrics only functions shall be those set forth in the scope of work in the Proposal and/or Engagement Letter. Without limitation of Client's responsibilities, Client agrees that **Client, and not Timetrics**, shall perform the following functions: (i) make all management decisions and perform all management functions; (ii) designate an individual who possesses suitable skill, knowledge and experience, preferably within senior management, to liaise with and oversee the performance of Timetrics services under the Engagement, and to evaluate the adequacy and results of such services; (iii) accept responsibility for the results of such services and the decisions made and actions taken by Client thereupon; and (iv) in the case of risk management advisory and consulting services provided by Timetrics, Client is responsible to establish and maintain internal controls over the processes with which such services are concerned, including, without limitation establish and maintain ongoing risk policies and procedures, risk measures, risk limits and controls, Middle Office setup and controls, internal limits, trading and hedging activities, all the foregoing subject to the terms and conditions, restrictions of use, royalty payments, SaaS fees and other payment obligations to Timetrics specified in the Engagement Letter or other Contract Documents for continuing use.
- c. Client acknowledges and agrees that Timetrics may need to base its conclusions on the data, materials and other information including but not limited to facts and assumptions, that Client furnishes and that Timetrics may choose to rely on the use such data, material, and other information furnished by or at the request or direction of Client. Client warrants that any information provided to Timetrics shall, to the best of Client's knowledge, be complete and accurate, and recognizes that without any independent investigation or verification, Timetrics may have to rely upon the accuracy and completeness of such Client data, material and other information. Inaccuracy or incompleteness of such data, material and other information furnished to Timetrics could have a material effect on Timetrics' ability to perform its services, conclusions and results of such services. Therefore Client accepts all responsibility for the accuracy, and completeness of such data, material and other information provided, and shall indemnify and hold Timetrics and its employees, directors, owners and affiliates harmless from any incompleteness, inaccuracies and omissions arising thereof.
- d. Client undertakes that, if anything occurs after information is provided by Client to Timetrics to render such information untrue, unfair, incomplete or misleading, Client shall promptly notify Timetrics.

4. REPORTING.

- a. During the performance of Timetrics services, Timetrics may supply email, oral, draft or interim advice, preliminary analysis, reports or presentations but in such circumstances Timetrics' final deliverable, if any, as specified in the Engagement Letter, or final written report shall take precedence. No reliance should be placed by Client on any email, oral, draft or interim advice, preliminary analysis, reports or presentations. Where Client wishes to rely on email, oral, draft or interim advice, preliminary analysis, reports or presentation, Client shall inform Timetrics and Timetrics will provide documentary confirmation of the permitted use or non-permitted use of the advice concerned.
- b. Subsequent to the completion of the Engagement, Timetrics will not update its analysis, advice, recommendations or work product for any reason including but not limited to changes or modification to the heating oil prices, option prices, new trades, market rules, contracts or deals, market price forecasts, plant changes, any change in environmental law and regulations, or to the judicial and administrative interpretations thereof, or for subsequent events or transactions, unless Client separately engages Timetrics to do so in writing, (or renews the Engagement at terms to be mutually agreed).

5. WORKING PAPERS AND USE OF REPORTS.

Unless contemplated by the Proposal or Engagement Letter, all reports and work product (including but not limited to written advice or oral presentations) are solely for Client's internal use and, where applicable, government and regulatory authorities, and may not be edited, distributed, published, made available or relied upon by any other person, company or entity without Timetrics express written permission. If such permission is given, Client shall not publish any extract or excerpt of Timetrics written advice or report or refer to Timetrics without providing the entire advice or report at the same time. Client acknowledges and agrees that the owner and copyright of all reports and papers including authorship is Timetrics.

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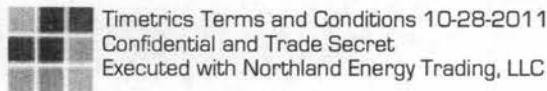


6. MODELS AND SOFTWARE TOOLS.

- a. Client understands that during the Engagement, Timetrics will, subject to the terms of the Proposal or Engagement Letter, provide use of its internally developed and/or proprietary and/or third party licensed software, models and tools to develop the analysis required for the final work product. Client understands that the Timetrics Software (as defined below), Timetrics Confidential Information (as defined in the Timetrics Non-Disclosure Agreement), intellectual property, models, trading tools, trading strategies, processes, reports, design, databases, mathematics and formulae, systems, methodologies, analytical tools, know-how, methods, knowledge, applications, or software, API's, hardware, technology, documentation (including reports, work product, and works of authorship) and information provided by or used by Timetrics, collectively called ("Timetrics Property") are the valuable trade secrets and intellectual property of Timetrics. Client understands that this agreement does not constitute a transfer of rights or ownership or usage of the Timetrics Property to the Client.
- b. Timetrics and/or its licensors, vendors, affiliates, suppliers, and subcontractors own and retain, all the sole and exclusive worldwide right, title, and interest in and to (i) the Timetrics Property (ii) all other software, hardware, technology, documentation, and information provided or used by Timetrics; and (iii) all worldwide patents, copyrights, trademarks, trade names, service marks, trade secrets, rights of publicity, moral rights, software ownership rights and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, in and to the property described in 6.b.(i) – (iii) above, throughout the world and in perpetuity. All inventions (including discoveries, ideas, or improvements, whether patentable or not), which are conceived or made during or after the term of any Engagement or Proposal and are derived or result from or in any way utilize any Timetrics Property, shall belong to Timetrics. Timetrics shall retain the right to use or market any of its property including its intellectual property and Timetrics Property without obligation of any kind to Client.
- c. The foregoing ownership rights of Timetrics shall extend without exception to all derivatives and to all enhancements, adaptations, upgrades, modifications and revisions made to the Timetrics Property, whether made during the course of or after any Proposal or Engagement and to any copies of such thereof, whether in whole and in part.
- d. "Timetrics Software" shall mean all models, analytical tools, processes, trading arbitrage models, databases, methods, applications, API's, software, methodologies, reports and documentation marketed, developed or in-development by Timetrics including but not limited to the software's functional attributes, algorithms, metrics, decision support methods, capabilities, visual expressions, ideas, pricing modules, features, design, user-interfaces, database structure and format, data formats, data manipulation and analysis, reporting outputs, descriptions, pricing, approaches, methodologies, formulae, mathematics, techniques, analytical processes and methods, intellectual property, knowledge, application, GUI, schematics, techniques, development tools design, reports formats, procedures for the valuation of financial and physical instruments, deals and products, not limited to energy deals, methodology and techniques for the computation of risks, including but not limited to business risks, market, volumetric, credit risks, liquidity risks and operational risks and other risk management strategies, and output of software, all of which may include the proprietary and trade secret application and use of public domain information, collectively called ("Timetrics Software"). Timetrics Property shall be considered without exception Confidential and Proprietary Information of Timetrics. Recipient acknowledges and agrees that Timetrics Property constitutes trade secrets and/or copyrighted material and Confidential and/or Proprietary Information of Timetrics and its suppliers, licensors or subcontractors. Recipient further acknowledges and agrees that the Timetrics Property is the competitive intellectual property of Timetrics and is the crux of commercial value and sale price of Timetrics business models and services. The items defined in Timetrics Property above shall also be considered proprietary to Timetrics. ("Software Proprietary Items").
- e. Unless otherwise agreed to in the Proposal or Engagement Letter, Timetrics shall provide the Timetrics Property to Client under the conditions of a limited end-user, off-site license, intended as a one-time license, collectively called temporary Usage License ("UL") solely for the purpose of performing the services to provide the analysis, conclusions and summary report. Subject to the pricing proposed, the rights of the UL are subject to the terms and conditions of these Terms and Conditions, the Proposal or Engagement Letter, and including but not limited to the non-reverse engineering provisions in 6.f below. Timetrics retains all rights (including copyright) in and to all Timetrics Property including any modifications, enhancements and developed by Timetrics during or after the engagement.
- f. Based on a temporary UL and subject to the prices in the quarterly license, Client agrees that its use of Timetrics Property shall be subject to the following reverse engineering restrictions and that it shall not directly or indirectly (and will not permit any third party to) (i) reverse engineer, re-create, back-into, decompile or disassemble any Timetrics Property from the results, output and reports; (ii) use Timetrics Property as a basis of design to internally develop (or have a third party develop) improve, duplicate or similar models using the same architecture or design without Timetrics' prior written consent; (iii) copy, modify, adapt, improve, enhance, translate, prepare Derivative Works of the Timetrics Property (or any portion thereof), create or develop duplicate models or applications, or make improvements to Client's in-house models, property and/or systems based on the Timetrics Property, or create any models, property and/or systems which are substantially similar to the expression of the Timetrics Property; (iv) use the Timetrics Property in any computer environment not specified in this Software License Agreement; adapt the Output of Software or Methodologies or any other part of the Timetrics Property to create alternative or abridged versions of the reports that would be considered Derivative Works of the Software; (v) refer to, obtain guidance from or otherwise use any of the Timetrics Property as part of an effort to develop a program having any functional attributes, visual expressions, analytic components or other features similar to those of the Timetrics Property;
- g. Should Client wish to use the models or Timetrics Property (in whole or in part) subsequent to the Engagement, or utilize the intellectual property and ideas contained therein as a basis to design similar property or intellectual property (including without limitation models, processes, methods, methodologies, trade secrets, risk management techniques, trading strategy, know-how, databases, analytics, applications, software or APIs) enhance its trading strategy, or incorporate any such property in any way into its business processes, Client must pay the incentive fees and bonus compensation as identified in the Engagement Letter and abide by any other provisions in the Contract Documents (defined in Paragraph 25). No such use can be made unless authorized and duly executed by both parties in writing, prior to such use.
- h. The Timetrics Software is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. Timetrics may file its copyrights at any time during, before or after the Engagement at the US Copyright Office, and this does not invalidate the enforceability of the Copyright.

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7. CONFIDENTIALITY.

The provisions set forth in the Northland Energy Trading Nondisclosure Agreement ("NTNDA") signed and executed by Timetrics and Client dated October 2 2011 and the provisions set forth in the Timetrics Nondisclosure Agreement ("TNDA") signed and executed by Northland Energy Trading and Timetrics dated March 22 2011 are incorporated by reference and merged herein and be considered part of the Contract Documents. As an express condition to any disclosure, both parties agree that the confidentiality of each parties' Confidential and Proprietary Information shall be governed by the provisions of the respective confidentiality agreements collectively called ("the Non-Disclosure Agreements") each respectively between Timetrics and Client, and these provisions shall be incorporated and merged herein in full force and effect, and shall survive the term of these Terms and Conditions. In the event of conflict between the Non-Disclosure Agreements and these Terms and Conditions, these Terms and Conditions shall prevail unless specific reference to a provision is made in the Non-Disclosure Agreements.

8. SCHEDULE AND FACILITIES

a. Unless otherwise stated, Timetrics shall provide its own office space and office services including but not limited to computers, laptops, telephone, internet access and computer support which shall be considered part of the fees. Notwithstanding the foregoing, in the event Client requires that Timetrics attend off-site meetings or to travel, Client shall reimburse Timetrics for its travel expenses, and provide Timetrics with out-of-pocket travel costs, including but not limited to airline, car service, accommodations, office space and office services such as telephone, internet access, photocopier, and personal computer services and support, to be used by Timetrics exclusively in the performance of its obligations to the Client under the Engagement.

b. Client and Timetrics agree to meet in good faith to decide a timetable of tasks to be performed in the Proposal or Engagement Letter. The timetable shall be made to the best knowledge of both parties given the information available prior to starting the Engagement, recognizing that project events, new information, management discussion and analysis results may cause a deviation to that timetable. Each party shall provide the other party with notification of any issues, which do or might cause a deviation from the agreed upon timetable and such notification shall identify the problem, its cause, its forecasted impact on such timetable.

c. Client will cooperate with Timetrics, and provide prompt access to information and explanations as requested by Timetrics in order to complete the Engagement. Timetrics shall not be responsible for any delays caused by Client's delays in providing relevant data. In this case, Timetrics shall be able to push-back or delay dates on any deliverables, use of software or final reports, without financial penalty to Timetrics. For non-fixed price Engagements, overage times for delays caused by Client shall be billed at a time and materials basis, to be defined at a weekly amount as determined under the contract price. If delays caused by Client are such that Timetrics cannot finish the project within the specified time, Timetrics shall not be obligated to continue its services beyond the expiration date of the Engagement.

9. INSURANCE

a. If Client requires in writing any insurance to be purchased by Timetrics to provide the services or goods (including Software), these premiums will be charged as out-of-pocket expenses incurred by Timetrics to be reimbursed by Client.

10. FEES/BILLING/EXPENSES/FEES.

a. Fees for hourly consulting services and reimbursable expenses shall be invoiced on a monthly basis and are net 30 days. If the Proposal or Engagement specifically states that this is a fixed price project ("Fixed Price"), Client shall make payments in accordance with the following schedule. A Deposit Retainer of the Fixed Price is provided upon execution of the signed Engagement Letter. The remainder of the Fixed Price shall be paid in equal bi-monthly installments throughout the duration of the Fixed Price engagement, and billed on the 15th and 30th or nearest business day of each month.

b. Incentive Compensation Fees: Fees that are determined as incentive compensations shall be paid as specified in the Engagement Letter, or where not specified shall be paid monthly and invoiced on the 30th of the month due and payable immediately upon receipt of profits from the Client or upon completion of the Engagement or where applicable on the signing or renewal of any extensions to the Engagement.

c. License Fees: License Fees for Timetrics Software, tools and models license are invoiced on a quarterly basis, in advance for the upcoming three month cycle. License fees are non-refundable and include usage and software licensing from Timetrics Software, which may include third party products which will be invoiced separately. License Fees for Timetrics Software and third party products are due upfront as a deposit against the quarterly usage. Other than as specified in the Engagement Letter for trading royalties and SaaS fees, no maintenance, support or additional payments for software usage are required by Client under the conditions of a temporary UL as described in Section 6.0.

d. Bills, including, without limitation, a charge on account of all reasonable Client approved expenses, including travel, meals, accommodations, long distance telecommunications, external photocopying, delivery, postage, clerical assistance and database research will be rendered on a monthly basis as the engagement progresses. Timetrics will not incur expenses without the Client's prior approval. Accounts are due when rendered. Interest on overdue accounts is calculated at the rate noted on the invoice commencing 30 days following the date of the invoice.

e. All fees and other charges do not include any applicable goods, services, sales, value-added, lease, license, use, personal property, excise, consumption, and other taxes, tariffs and duties taxes, or any other taxes or duties whether presently in force or imposed in the future in any jurisdiction (including the federal, state and local governmental entities in the United States). Any such taxes or imposed duties shall be assumed and paid by Client without deduction from the fees and charges hereunder.

f. If Client disputes an invoice or accounting, it shall notify Timetrics within fifteen (15) days of receipt of such invoice or accounting for hours, and may withhold the disputed portion but will pay the undisputed portion. Failure to notify Timetrics of any dispute in the invoice within this time period will deem the invoice valid and fully payable. If payments are past due sixty (60) days, Timetrics reserves the right to suspend or

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delay its performance of services (and/or providing Timetrics Software) under the Engagement without financial penalty to Timetrics in future scheduled payments, and resume the Engagement once payment is made.

g. Both parties agree to resolve promptly and in good faith any disputed invoices. In the event that such dispute is not resolved within thirty (30) days, no interest, carrying charges or other penalty will be incurred or paid on any unpaid or disputed invoice unless it is determined that Timetrics is due all or a portion of the disputed amount. Interest shall be paid on amounts that were disputed and not paid but were due to Timetrics. Timetrics shall be entitled to be reimbursed for its reasonable legal fees and expenses associated with a dispute regarding unpaid invoices in the event that such dispute is resolved in favor of Timetrics. Without limiting its rights or remedies, Timetrics shall have the right to halt or terminate entirely its services (and/or providing Timetrics Software) or to suspend or delay its performance of services (and/or providing Timetrics Software) until such time as the dispute is resolved or payment is made and resume the Engagement once payment is made.

11. LIMITATION ON WARRANTIES.

THIS IS A SERVICES AND SOFTWARE-AS-A-SERVICE ENGAGEMENT. TIMETRICS WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH WITH QUALIFIED PERSONNEL IN A COMPETENT AND WORKMANLIKE MANNER IN ACCORDANCE WITH APPLICABLE INDUSTRY STANDARDS. TIMETRICS DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION ON LIABILITY AND INDEMNIFICATION.

a. Client agrees that the consideration which Timetrics is charging hereunder does not include any consideration for assumption by Timetrics of the risk of Client's final use, application or integration of the services or Timetrics Property and any consequential, special, indirect, punitive, exemplary and incidental damages, costs, expenses or losses of any kind which may arise in connection with the services or Timetrics Property. Accordingly, Timetrics shall not be liable to Client under any circumstance, even if it has been provided previous knowledge of such possible circumstance, for any actual or threatened actions, damages, claims, liabilities, costs, trading floor losses, business losses, lost profits, lost financial opportunities, failure to realize expected savings, project failures, generation losses, expenses, or losses in any way arising out of or relating to the services performed hereunder or any of the Timetrics Property. The foregoing shall apply without limitation to all claims, damages or causes of action of any kind including tort, negligence, contract and breach of warranty, even if Timetrics has been informed in advance of the possibility of such thereof.

b. Client shall assume all responsibility for use of the services in a trading floor and production environment. Timetrics shall be able to present to the Client its unbiased risk management perspective, whether or not it is in agreement with Client, and without financial penalty to Timetrics.

c. In the event of a claim by any third party against Timetrics that arises out of or relates to the services performed or Timetrics Property provided hereunder, Client will indemnify Timetrics from all such claims, liabilities, damages, costs and expenses, and Losses, including, without limitation, its current hourly consulting fees, SaaS fees and reasonable legal fees.

d. In no event shall Timetrics be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits, failure to realize expected savings and opportunity costs). In any action, claim, loss or damages arising out of the Engagement, Client agrees that Timetrics' liability will be several and not joint and several.

e. For purposes of this Section 12, the term Timetrics shall include its representatives, employees, officers, directors, agents, distributors, affiliated corporations, associated consultants and affiliated entities, software providers, or any other person. The provisions of this section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

f. (i) Timetrics and Client agree that Timetrics' maximum liability to Client arising out the Engagement, regardless of the form of action, shall not exceed the amounts paid to Timetrics within the most recent twelve month period. No claim or action shall be brought against Timetrics within one(1) year of completing the Engagement.

(ii) **Sole Exception to f.(i) Cap of Liability:** Should it be determined by a Court of competent jurisdiction, that Timetrics has deliberately and materially breached these Terms and Conditions due solely to its gross negligence and willful and egregious disregard of its obligations hereunder (and provided such breach is not in anyway contributed by or due to Client's breach of these Terms and Conditions or Contract Documents, or Client's action, omission, failure to direct, instructions, including such that are unreasonable or violate law and ethics) then Timetrics' maximum liability for the sole and limited cause of action for breach of contract may include punitive damages as available under law, provided that the parties agree the aggregate maximum of all such damages and liability of Timetrics shall be capped at two times (2X) the amounts paid to Timetrics by Client within the most recent twelve month period.

(iii) **Express Limits of Liability not affected under f.(ii):** Under the exception in Paragraph 12.f.(ii) above, it is expressly agreed that Timetrics shall have no other extended liability or damages to Client and Timetrics liability shall at all times and under all circumstances explicitly exclude all other special, indirect, punitive, consequential, exemplary and incidental damages, costs, expenses or losses of any kind which may arise in connection with the services or Timetrics Property. Timetrics and Client further agree that under all circumstances, including under the exception under the foregoing 12.f (ii) above, Timetrics shall not be liable to Client under any circumstance, or at any time for any trading floor losses, business losses, lost profits, lost financial opportunities, failure to realize expected savings, project failures, generation losses, expenses, or losses in any way arising out of or relating to the services performed hereunder or any of the Timetrics Property. The foregoing shall apply without limitation to all claims, damages or causes of action of any kind including tort, negligence, contract and breach of warranty, even if Timetrics has been informed in advance of the possibility of such thereof.

13. CLIENT INDEMNIFICATION

a. Client shall indemnify, defend and hold harmless Timetrics and/or its affiliates, the respective officers, directors, owners, agents, representatives, personnel and employees of each of the foregoing (collectively, the "Indemnified Parties") from and against any third-party

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claims, demands, and actions, and any liabilities, damages or expenses arising out of or relating to the Indemnifying Party's violation or claimed violation of either (i) infringement of a third party's rights or a third party's intellectual property or proprietary rights and (ii) the death, bodily injury or any physical injury arising out of the services that is cause by the Client. The Indemnified Parties will have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise unless otherwise agreed to in writing, subject to Paragraph 13(b) below Client, shall after receiving notice of any such proceeding, immediately provide notice to the Indemnified Parties, so that the Indemnified Parties may (without further notice to the Client) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of the Client.

b. In addition to the foregoing, Client further agrees that it shall defend, indemnify and hold harmless the Indemnified Parties, from and against any losses, claims, suits, damages, government investigations, regulatory requirements, fees and expenses, including but not limited to Timetrics' hourly fees for time incurred, SaaS (Software License) fees, liabilities (or actions in respect thereof), joint or several, and all other related costs including reasonable attorneys fees all the foregoing on a current basis (collectively "Losses") relating to, arising in any manner from, or based upon, the use of the services or Timetrics Property or work product of Timetrics, in whole or in part, by the Client (including its use with its clients or customers) or any investigation or proceeding arising therefrom.

c. Client will also promptly reimburse any Indemnified Party for all Losses and expenses (including Timetrics' hourly fees, disbursements, travel expenses and charges of legal counsel) as incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim relating to, arising in any manner from, or based upon the aforementioned uses. Timetrics shall have the right to retain its own counsel to assist in the defense of such claims, losses, suits, liabilities, investigations, actions (pending, threatened or otherwise) and Client agrees to give Timetrics' legal counsel full access to any and all information pertaining to the Timetrics in the aforementioned claims and actions and the right to participate in the defense of any such claims or investigations.

TIMETRICS INDEMNIFICATION

13d. Subject to the Insurance limitations or requirements provided for in Section 9 above, and provided Client has required such Insurance, with premiums covered as an out-of-pocket reimbursable expense, Timetrics shall indemnify, defend and hold harmless Client and/or its affiliates, the respective officers, directors, owners, agents, representatives, personnel and employees of each of the foregoing (collectively, the "Client Indemnified Parties") from and against any third-party claims, demands, and actions, and any liabilities, damages or expenses arising out of or relating to the Indemnifying Party's violation or claimed violation of any death, bodily injury or any physical injury arising out of the services that is caused by Timetrics.

13e. Under a Temporary Usage License as specified in Section 6.0 hereunder Timetrics shall not provide any indemnification to Client for violation of a third party's intellectual or proprietary rights. Should Client elect to license Timetrics Software and/or Timetrics Property on a go forward basis, and subject to the terms under the Engagement Letter or otherwise hereunder, Timetrics shall provide indemnification to the Client subject to the following terms of Indemnification which shall be consistent with its then-current Software License Agreement

13.e.(i) Timetrics will indemnify and hold Client harmless and will defend or settle any claim, suit or proceeding brought against Client that is based upon a claim that the content contained in the Timetrics Property as licensed under the then-current Software License Agreement-infringes a copyright or violates an intellectual or proprietary right protected by United States law ("Claim"), but only to the extent the Claim arises directly out of the use of the Timetrics Property.

13.e.(ii) In the event that Client's use of the Timetrics Property or portion thereof in accordance with Timetrics then-current Software License Agreement is enjoined in an action as described in Section 13.e.(i) above, or Timetrics reasonably believes that it will be so enjoined, Timetrics shall, at its option, either: (i) procure for Client the right to continue using the Timetrics Property (ii) modify or replace the Timetrics Property or portion thereof to make it non-infringing. (iii) remove the portion of the Timetrics Property that is under alleged infringement providing it does not provide a substantial loss of functionality to Client.

13.e.(iii) Sole and Exclusive Remedy. Client may elect as its sole option and remedy to either (i) cease using only such part of portion of the Timetrics Property under alleged infringement, if it deems in its judgment that removing said portion shall not provide a substantial loss of functionality to Client and provided that execution of this provision 9.4.(II), shall not construe termination of the entire Software License Agreement hereunder and shall not warrant to Client any portion or refund of fees paid to Timetrics; or (ii) cease using the Timetrics Property in its entirety under the termination provisions of hereunder. In this sole reason for termination Timetrics shall refund on a pro rata basis any fees paid in advance by Client to Timetrics and cease use of the Timetrics Property and in the case of SaaS offsite, cease generating reports on Client's behalf, without further penalty to Timetrics.

13.e.(iv) The remedies specified in this Section 13 will be Client's sole and exclusive remedies in connection with any alleged or actual infringement or misappropriation of any intellectual property rights by the Timetrics Property.

13.e.(v) Notwithstanding the foregoing, Timetrics' indemnity obligations under Section 13.e.(i) above will not apply, (and Timetrics shall have no liability hereunder) when the alleged infringement would not have occurred but for the following reasons and arising from: (i) modifications made to the Timetrics Property that were not authorized by Timetrics; or (ii) the combination of the Timetrics Property with any products not provided by Timetrics (iii) use of the Timetrics Property data in combination with non-Timetrics software (Including Client's systems) or models, processes or materials, data or equipment if the infringement was caused by such use or combination, (iv) any modification or derivation of the Timetrics Property not specifically authorized in writing by Timetrics or (v) use of third party software (vi) use of the output of the software (such as data dumps of risk measures) with any third party systems or client systems, which would infringe upon the intellectual property rights of such third parties (vii) customization requests made by Client to modify the Timetrics Property which may infringe upon a third parties intellectual property rights (viii) where Client continues such alleged infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement.



14. ADDITIONAL LEGAL AND REGULATORY PROCEEDINGS.

a. Client agrees to notify Timetrics promptly of any request received by Client from any court or applicable regulatory authority with respect to the services hereunder, Timetrics Property or Timetrics' advice, work product, trading strategies, risk reports, revenue creation or any related document.

b. If Timetrics is required by law, pursuant to government regulation, subpoena, or other legal process, governmental order pursuant to any statutory authority, or a public oversight board in respect of reporting issuers pursuant to any contractual or statutory authority, or otherwise or requested by Client to produce documents or personnel as witnesses arising out of the Engagement and Timetrics is not a party to such proceedings, Client shall indemnify Timetrics for its involvement in any such proceedings and reimburse Timetrics for all Losses including without limitation reimbursement of its time spent at hourly fees at standard billing rates for professional time and expenses, Software License (SaaS) fees, reasonable legal fees, incurred in responding to any such proceedings or requests, as an express condition of Timetrics being able to participate in any such proceeding.

c. When requested or required by law, pursuant to government regulation, subpoena or other legal process, governmental order pursuant to any statutory authority, or a public oversight board in respect of reporting issuers pursuant to any contractual or statutory authority or otherwise, that Timetrics provide access, information, and/or documents, including copies thereof relating to Client's affairs, Timetrics will use all reasonable efforts to refuse to provide information and documents over which Client asserts legal privilege or which has been acquired or produced in the context of the Engagement for legal counsel by or on behalf of Client, except where providing such copies, access, information or documents is required by law, pursuant to government regulation, subpoena or other legal process or by a governmental order pursuant to its statutory authority, or a public oversight board in respect of reporting issuers pursuant to its contractual or statutory authority, or otherwise. Timetrics' notice to Client under this paragraph 14.c shall be provided promptly and as reasonably permitted. Where Client provides any document to Timetrics in respect of which Client wishes to assert legal privilege, Client shall clearly mark such document "privileged" and shall otherwise clearly advise Timetrics that Client wishes to maintain legal privilege in respect thereof.

d. In the event of a forced disclosure, Client shall abide by the Forced Disclosure provisions contained in the confidentiality provisions of the Timetrics Non-Disclosure Agreements dated March 22, 2011 merged and incorporated herein, and without limiting its obligations thereunder Client shall take all necessary measures to obtain a sealing and protective order on behalf of Timetrics around such disclosures at its sole cost and expense. If Timetrics is not a party to such proceedings, Client shall reimburse Timetrics for all Losses incurred including but not limited to reimbursement of its time spent at hourly fees at standard billing rates for Timetrics professional time and expenses, Software License (SaaS) fees, reasonable legal fees, incurred in responding to such proceeding. Client shall promptly reimburse costs to Timetrics, to enable its facilitation to obtain a protective sealing order and any other necessary actions.

15. LIMITATION PERIOD.

No claim or action regardless of form, arising under or relating to any Proposal or Engagement, may be brought by Client more than one year after the termination or expiration of the Proposal or Engagement. For purposes of this section, the term "Timetrics" shall include its associated and affiliated entities and their respective partners, owners, directors, officers and employees.

16. TERMINATION.

Unless terminated sooner in accordance with its terms, the Engagement shall terminate on the completion of Timetrics' services under the applicable Proposal or Engagement Letter, which completion shall be evidenced by the delivery by Timetrics to Client of the final invoice in respect of the services performed thereunder.

The Engagement may be terminated by either party, at any time by giving written notice to the other party not less than 30 calendar days before the effective date of termination. Upon early termination of the engagement, unless the Engagement is specified as Fixed Price Engagement, Client shall be responsible for the payment to Timetrics for Timetrics time and expenses incurred up to the termination date, as well as reasonable time and expenses to bring the engagement to a close in a prompt and orderly manner. For clarification, the amounts in the foregoing sentence shall not exceed the amounts agreed to under any Fixed Price Engagements.

Should either party be in a material breach or not fulfill its obligations set out herein or in the Proposal or Engagement Letter, the non-breaching party shall provide written notice to the breaching party once it becomes aware of the breach, and the non-breaching party may terminate the Engagement upon written notice to the breaching party, provided that the breaching party does not cure the breach within fifteen (15) days of receipt of such notice.

Upon termination of the Engagement, the parties shall be under no further obligation to the other than

- (i) the Client shall pay such fees and expenses as Timetrics is entitled to receive as outlined for services performed and travel expenses incurred up until the date of termination which shall be deemed as hourly fees at the time and materials rates, subject to the terms herein for disputed invoices
- (ii) each party to abide by the survival obligations as herein provided or other post-termination clauses as otherwise provided for in the Proposals or Engagement Letters and the Terms and Conditions and other Contract Documents.
- (iii) the Client shall abide by the Incentive Compensations and other Fee clauses, including but not limited to any revenue-sharing, trading royalties, and software payment license fee reimbursements in the Engagement letter.
- (iv) the Client to pay any early termination fees in the Engagement Letter, or if no termination fee is specified, such as in the case of a fixed price engagement, a percentage of the Contract price equivalent to the percentage of work completed through the effective date of termination.

17. E-MAIL COMMUNICATION.

Client recognizes and accepts the risks associated with communicating by Internet e-mail, including (but without limitation) the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless Client requests in writing that Timetrics does not communicate by Internet e-mail. Client assumes all responsibility or liability in respect of risk associated with its use.

18. POTENTIAL CONFLICTS OF INTEREST.

[INTENTIONALLY DELETED]

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19. FORCE MAJEURE.

Neither Client nor Timetrics shall be liable for failure to perform or any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, natural disaster, fire or other casualty, act of God, strikes or labor disputes, terrorism, war or other violence, loss or disruption of facilities, or any law, order or requirement of any governmental agency or authority, or other cause beyond the control of the party (a "Force Majeure").

20. INTERRUPTIONS TO SCHEDULE.

The following shall not be considered a failure to perform services, or a material breach of Timetrics: (i) any statutory holiday (ii) any medical leave, sickness or ordinary absence of its principal Samantha S. Kumaran as would ordinarily be covered under an employment health benefits contract (iii) any government, regulatory, court order or proceeding that requires Timetrics participation or time and involvement (iv) any reasonable vacation time, which shall be maximized at six weeks a year.

21. INDEPENDENT CONTRACTOR.

Timetrics its employees, subcontractors and those under its control shall perform all services as independent consultants, and shall not be deemed to be the employees or agents of Client for any purpose whatsoever.

22. SURVIVAL.

Sections 1 to 33 and 35-41 hereof shall survive the expiration or termination of the Engagement. Further, the obligations hereunder shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against each party, nor by the rejection of any agreement between the parties, by a trustee of a party in bankruptcy, or by either party as a debtor-in-possession or the equivalent of any of the foregoing under local law.

23. SUCCESSORS AND ASSIGNS.

The Terms and Conditions and the accompanying Proposals or Engagement Letters shall be binding upon the parties hereto and their respective associated and affiliated entities and their respective owners, partners, directors, officers and employees and successors and permitted assigns. Except as agreed upon in the Proposal or Engagement Letter, Client may not assign, transfer or delegate these Terms and Conditions or any Contract Documents or any of the rights or obligations hereunder or under any of the Contract Documents, including under the case of a sale of stock or transfer of ownership, merger, acquisition or other reorganization without the prior written consent of Timetrics. Timetrics may assign these Contract Documents and/or its rights and obligations hereunder and under the Proposal and/or Engagement Letter or Contract Documents to any affiliate or successor or through any process of reorganization or partner in interest to all or substantially all of the assets or business of the relevant Timetrics practice, without the consent of Client, provided however that its principal Samantha S. Kumaran shall remain the key person providing the consulting services under any such active Proposal and/or Engagement Letter (excluding any renewals thereof). The foregoing key person shall not apply to extensions or renewals of any such Proposal or Engagement Letter unless otherwise agreed to in writing.

24. SEVERABILITY.

The provisions of the Terms and Conditions and the accompanying Proposals or Engagement Letters shall only apply to the extent that they are not prohibited by a mandatory provision of applicable law. If any of these provisions shall be held to be invalid, void or unenforceable, then the remainder of the Terms and Conditions and the accompanying Proposals or Engagement Letters, as the case may be, shall not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

25. ENTIRE AGREEMENT.

The Terms and Conditions and the accompanying Proposals or Engagement Letters including without limitation any referenced exhibits or appendices, the Timetrics Nondisclosure Agreement dated March 22, 2011 executed and signed by Client and Timetrics, and the Northland Energy Trading Nondisclosure Agreement dated October 2, 2011 executed and signed by Timetrics and Client constitute the entire agreement ("Contract Documents") between Timetrics and Client with respect to the Engagement and supersede all other oral and written representation, understandings or agreements relating to the Engagement. No change to the Contract Documents shall be binding upon the parties unless made in writing and signed by both parties.

26. GOVERNING LAW.

The Terms and Conditions and the accompanying Proposal or Engagement Letter and any services and Software License use shall be subject to and governed by the laws of the State of New York, and applicable Federal laws. The Parties attest to the exclusive jurisdiction of the State of New York, City of New York in the Borough of Manhattan and the Parties hereby waive any jurisdiction, venue and/or inconvenient forum objections to any state or federal court sitting in the State of New York, City of New York, Borough of Manhattan, and the Parties agree to submit to the jurisdiction of said courts for all purposes. The parties intend that the Terms and Conditions shall be enforced to the greatest extent in time, area and degree of participation, as is permitted by law.

27. ARBITRATION

Notwithstanding any civil remedies, and without limiting the rights of either party to pursue legal remedies available in a Court of Law, the parties also agree in advance that, subject only to the written mutual consent (which may be granted on a case-by-case basis, in each party's sole option) they may also agree to a process of binding arbitration. If either party elects, and subject only to the other parties written consent, (which may be given in its sole discretion), any controversy, claim or action arising out of or relating to these Contract Documents or breach thereof which cannot be resolved by mutual agreement, may in addition to any Court proceeding, be settled by arbitration in accordance with the Commercial rules of the American Arbitration Association ("AAA"). Notwithstanding the foregoing, and superceding any commercial or other rules of the AAA, the parties agree to Administered-Arbitration and to a time limit of thirty (30) days for the selection of the Arbitrator. Any such arbitration proceeding shall take place in the City and State of New York. The Arbitrator shall undertake reasonable steps to minimize the cost of the arbitration to the parties. Arbitration proceedings shall be conducted in confidence. The arbitrator shall have experience in the software industry. The Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Any decision made by the Arbitrator shall be binding upon the parties to such arbitration and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The parties agrees in advance, that either party may elect to be represented by its business representatives (which may include any appointed non-employee mediator, as well as its officers, directors or owners) or appear Pro Se and neither party shall be obligated to retain counsel in such arbitration. Notwithstanding the foregoing if there is a breach (or threatened breach) of Confidential Information, nothing shall



prevent either party from seeking the necessary remedies available under equity and law in the Courts in accordance with the Non Disclosure Agreements or other Contract Documents specified hereunder including but not limited to protective orders, and/or other injunctive relief needed to prevent irreparable harm being done to the owner of the Confidential Information. The parties intend that the Contract Documents shall be enforced to the greatest extent in time, area and degree of participation, as is permitted by law. Notwithstanding the above, the parties expressly agree that the Arbitrator shall be bound to follow applicable New York law and that any failure to do so shall provide grounds for an appeal to a state or federal court in New York of competent jurisdiction. The parties agree, that under Paragraph 11 of the Timetrics Non-Disclosure Agreement, the choice of Arbitration shall be replaced with and superceded with the Commercial Rules of the American Arbitration Association to be consistent with the terms herein.

28. PATENTS/ NON-TRANSFERABILITY OF RIGHTS

Nothing in these Terms and Conditions shall prohibit Timetrics from pursuing patents in or to its Timetrics Property. Client further agrees that Timetrics may elect at its sole option to file patents on any of its Timetrics Property, including but not limited to any trade secret, idea, pricing modules, techniques, design, approaches, formulae or methodologies. Clients understands that Timetrics Property, being utilized in the Engagement may be subject to patent protection in the future and/or shall be covered under patent law under Patent Act, Title 35 U.S.C. The rights granted to Client under this these Terms and Conditions do not construe or imply, in any part, or in any manner any interference of joint claim in the patents (and ideas conceived hereunder by Timetrics) and all intellectual property, including without limitation, formulae, option pricing techniques, approaches and/or risk methodologies which are patentable are the sole ownership of Timetrics and its owners. Timetrics agrees that any patents which are secured or pursued during the course of any Engagement shall not impact or increase the license fees or commercial structure of the Engagement. Client hereby expressly acknowledges the sensitivity of Timetrics' patentable ideas, that significant internal resources were invested by Timetrics to develop such ideas, and that any disclosure of the same (whether accidental or otherwise) by Client would cause significant business harm to Timetrics.

Therefore Client will have a fiduciary and legal obligation to maintain in strictest confidence the Timetrics Property disclosed hereunder to Client, and to prevent such Timetrics Property (which may contain patentable and trade secret items) from any misappropriation, unauthorized used, unauthorized disclosure, unauthorized access, harm, theft, manipulation. Client further agrees to treat with utmost care and respect and confidentiality the information revealed to its directors, officers, employees, agents, and attorneys hereunder, to protect the patentable trade secrets of Timetrics and suppliers. Such requirements shall include (i) informing directors, officers, employees, agents, and attorneys of trade secret and/or patentable status of the information (ii) advising directors, officers, employees, agents, and attorneys of the strict non-disclosure restrictions, verbal or otherwise to third parties as set forth in the Terms and Conditions (iii) only disclosing them to directors, officers, employees, agents, and attorneys on a "need-to-know" basis, (iv) advising them of the consequences of misappropriation of Confidential information and undertaking all other reasonable measures required to protect trade secrets and comply with the other obligations as described herein in the Contract Documents (v) implementing security measures and other reasonable protections in its office for restricted access from third parties (vi) and all other obligations under the Terms and Conditions and Contract Documents to protect Confidential Information, Trade Secrets and/or Patentable information. The ability of Timetrics to make recommendations or references in and to its Timetrics Property including but not limited to software designs, model upgrades, methodologies, trading and hedging strategies or ideas, shall not be construed as a loss or transfer of ownership of a trade secret.

29. DERIVATIVE WORKS

The ownership rights of Timetrics in Paragraph 6.b or otherwise stated in the Contract Documents shall extend without exception to all Derivative Works and to all enhancements, upgrades, improvements modifications, copies, and changes made to the Timetrics Property, including any copies (in whole or in part) made by Client or Timetrics or any third party and whether made during the course of or after the Engagement, and copies thereof, whether in whole and in part. "Derivative Works" shall mean modifications, adaptations, alterations, copies, improvements, enhancements, upgrades, extensions and other works created from or using the Timetrics Property (or any portion thereof), including without limitation: (i) for copyrightable or copyrighted material, any translation, copy, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) any duplications, excerpts, critiques, sub-reports, and copies (in whole or in part) made by Client or third party which may be incorporated into internal correspondence, documents, property, software, reports, or discussions, (iii) for patentable or patented material, any improvement thereon; and (iv) for material which is protected by trade secret, any copies (in whole or in part) or new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.

30. NO OTHER TITLE

Client acknowledges that the temporary license granted under the Engagement or Terms and Conditions hereunder does not provide Client with title to or ownership of the Timetrics Property (or any part thereof), or rights to use Timetrics Property (or any part thereof) after the term of the Engagement and this paragraph shall apply to and include any error corrections, enhancements, updates, Derivatives or other modifications to the Timetrics Property hereunder, whether made by Client or by any third party or Timetrics. Client acknowledges that the temporary license granted under these Terms and Conditions and other Contract Documents only provides the Client a right of limited use or access under the terms and conditions of these Terms and Conditions and other Contract Documents. Client shall keep its use of the Timetrics Property free and clear of all claims, liens and encumbrances

31. SARBANES-OXLEY ACT.

Except as specifically set forth in the Proposal or Engagement Letter, Client acknowledges that any services hereunder and/or completion of any work under the Engagement or acceptance of Timetrics reports, advice, recommendations and other deliverables resulting from the Engagement will not constitute a basis for Client's assessment of internal control over financial reporting or Client's evaluation of disclosure controls and procedures, or its compliance with its principal officer, CFO/CEO and director certification requirements under Section 302 of the *Sarbanes-Oxley Act of 2002* (the "Act"). The Engagement shall not be construed to support Client's responsibilities under Section 404 of the Act requiring each annual report filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* to contain an internal control report from management.

32. DODD-FRANK ACT / STATE OR FEDERAL LAW

Except as specifically set forth in the Proposal or Engagement Letter, Client acknowledges that any services hereunder and/or completion of work under the Engagement or acceptance of Timetrics reports, advice, recommendations and other deliverables resulting from the Engagement or Terms and Conditions will not constitute Client's evaluation of reporting, margin requirements, disclosure, controls and procedures, or its compliance with any requirements whatsoever under any section of the Dodd-Frank Act or any other State or Federal law,

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Initialed (Timetrics)



or the recording of Client's derivatives under applicable law. Client expressly agrees to take all responsibility for the compliance of the services under the Dodd-Frank Act or any other State or Federal law, and agrees to indemnify and hold Timetrics harmless for any failure by Client to abide by its legal responsibilities under the Dodd-Frank Act or any other State or Federal law. For purposes of this section, the term "Timetrics" shall include its associated and affiliated entities and their respective partners, owners, directors, officers and employees.

33. SPECIFIC ACCOUNTING ADVICE.

Except as set forth in the Proposal or Engagement Letter, the Engagement does not contemplate the provision of specific accounting advice or opinions or the issuance of a written report on the application of accounting standards to specific transactions and facts and circumstances of Client. Such services, if requested, would be provided pursuant to a separate engagement.

34. TAX SERVICES.

[INTENTIONALLY DELETED]

35. MARKETING.

Timetrics shall be entitled to include a description of the services rendered in the course of the Engagement in marketing and research materials and disclose such information to third parties. Timetrics may also include Client's logo on its website and on its client lists in the same manner as it does other clients. Subject to the confidentiality restrictions of Client data, Timetrics is entitled to use or develop the knowledge, experience and skills of general application gained through performing the engagement.

36. AUDIT AND COMPLIANCE.

Client agrees that Timetrics at Timetrics expense (provided that such expense is borne by Timetrics only if Client is not in breach of this Contract or otherwise as described herein) may audit its use of the services or Timetrics Property for compliance with the terms of any Contract Documents upon reasonable notice in accordance with the following schedule. Any such audit may occur no more frequently than once per Calendar Year.

Notwithstanding the foregoing, if after five (5) years from the date of termination or expiration of the Engagement Letter or Proposal, no breach or financial error or other non-compliance as described in 36.(II) bullets (i) to (iii) hereunder is found to have been made by Client, Timetrics right to audit to shall be lessened to be no more frequently than once every two (2) years. If after another five (5) subsequent years, no breach or error or other non-compliance as described in 36.(II) bullets (i) to (iii) hereunder is found to have been made by Client, Timetrics right to audit shall be no lessened again to no more frequently than once every four (4) years. Timetrics failure to conduct an audit in any period or period(s) shall not constitute a waiver its right to resume audits at the frequency herein before stated.

36.(II) In the event that any such audit reveals any (i) breach by Client related to Timetrics Property or the Contract Documents, (ii) use of the Timetrics Property by Client other than in full compliance with the terms of these Terms and Conditions and other Contract Documents, or (iii) error in financial accounting including reporting of Trading Royalties or other compensation due to Timetrics, Timetrics shall be entitled to all damages available under equity and law for the breach including but not limited to an accounting of all profits unjustly received by the Client and Client shall be obligated to reimburse Timetrics for all Losses incurred, including but not limited to its reimbursement of its time spent on professional services at its current hourly billable rates conducting the audit, all expenses related to such audit, out-of-pocket expenses, SaaS fees and reasonable legal fees, time and materials, costs and incurred expenses related to such audit as permitted by law and equity for the breach. The foregoing shall apply to any time spent in audit as well as back-testing or enforcement of its rights in addition to any other damages Timetrics may incur as a result of any such non-compliance. The foregoing shall be without limitation to Timetrics remedies and rights available in equity in law, (including as injunctive relief), an accounting of all profits unjustly received, and to all damages available to it in equity and law for Client's non-compliance with the provisions in these Terms and Conditions and other Contract Documents.

The conditions of any audit shall include the following:

- a) Any Audit shall be conducted in confidence and the terms of the Non-Disclosure Agreements shall be continued in full force and effect in perpetuity during and after the Audit.
- b) At the time of the audit, Client shall (i) provide any assistance reasonably requested by Timetrics or its representatives in conducting any such audit, including certifying the accuracy of financial results (ii) make reasonably requested personnel, records, systems and information available to Timetrics and its representatives in response to a reasonable audit or request for information, (iii) make copies of any data or information that Timetrics or its representatives reasonably requests and at a minimum has been provided to Timetrics in prior Engagements and (iv) in all cases, provide such assistance, personnel, records, systems and information in an expeditious manner.
- c) If Timetrics is engaged by a Direct Competitor (as defined in (d) below) of the Client, all data received pursuant to the above audit shall be stored on a separate secure server provided by Timetrics and/or its representatives to which the Direct Competitor will not have any access, and only Timetrics and its professional advisors, (e.g. legal representative or law-firm or accounting representative ("representative")) and Client shall have access. Client shall have the right to review such server to ensure that no other persons have accessed the server and files are not removed from the server. Client shall only be able to access portions of the secure server that have its data stored and as it was provided. Timetrics and/or its representatives shall be able to load its Timetrics Software (or audit software) onto a separate portion of the secure server in a confidential folder not accessible to Client, to run any audit procedures. Client may also redact or replace the Heating Oil Customer names only from the spreadsheets and/or trading records and replace them with John Doe 1-500.
- d) Direct Competitor shall mean a company who's primary business is an aggregator of retail sales of heating oil options and swaps in the same geographic region within a two (200) hundred mile radius. Primary business shall mean derives over 75% of its revenue in the foregoing line of business.
- e) In any event, Client shall and shall cause its affiliates to maintain complete and accurate books, records, trading documents, and other information pertinent to such an audit being accurate related to the Contract Documents and revenue creation for Client



Timetrics Terms and Conditions 10-28-2011
 Confidential and Trade Secret
 Executed with Northland Energy Trading, LLC

Executable Copy



including without limitation all transactions, trading records, supporting documents, business activities, financial transactions, software, trading models and profit and loss statements. At all times Client shall represent and warrant that the information provided to Timetrics and/or its representatives during any such audit is accurate and complete.

37. CONSEQUENTIAL AND/OR RECOVERABLE DAMAGES

It is specifically agreed and acknowledged that if the Client breaches the terms of the Terms and Conditions or other Contract Documents, Client shall indemnify Timetrics for its involvement associated with remediying, enforcing and prosecuting such breach and reimburse Timetrics for its professional service hours at standard billing rates for professional time and expenses spent on the foregoing, including without limitation, its Losses, SaaS fees, reasonable legal fees. The foregoing shall include without limitation any time spent in audit as well as back-testing or any other legal process or enforcement of its rights. This paragraph shall be in addition to any recovery or damages available to Timetrics under equity and law. Without limitation of the foregoing, Timetrics shall also be entitled to all damages available to it in equity and law for Client's non-compliance with the provisions in these Terms and Conditions and other Contract Documents.

38. ASSIGNMENT

Timetrics has been selected by Client because of its particular expertise and will dedicate its principal to perform the services. Subject to the terms of Paragraph 23, Timetrics shall be able to assign these Terms and Conditions and/or Engagement or Proposal in whole or in part without the written consent of Client. Notwithstanding the foregoing, Timetrics shall additionally have the right to engage independent contractors, subcontractors or software firms to assist Timetrics in performing the services hereunder.

39. WAIVER

No waiver by any party of its rights against the other for a particular default shall be deemed to be a waiver of rights with regard to any other default by the other. All waivers must be in writing and signed by the party waiving its rights. Failure of either party to enforce its rights in one provision of the Terms and Conditions, will not constitute a waiver of the party's rights in any other part or provision of the Terms and Conditions. Failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of any term hereof.

40. NOTICES

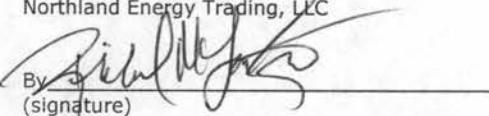
All notices required under the Proposal or Engagement Letter shall be in writing and signed, and shall be deemed to be given when received upon personal delivery; or by electronic email with response confirmation of receipt of the electronic email to be manually acknowledged from the other party; or if mailed it shall be by courier, and shall be deemed to be delivered as of the date indicated on the receipt document provided by the mail carrier, if so delivered, and shall be sent to the address (as provided below), unless otherwise indicated in the Engagement Letter.

41. LATE SIGNATURE

The start date of the Terms and Conditions shall be effective as of November 1st 2011, and applied retroactively to the date Parties commenced the first Engagement, which shall be deemed November 1st 2011. All conditions herein shall be deemed to be in full force and effect from this date of November 1st 2011. Any fees and expenses incurred retroactively shall be paid in full upon the date of executing the Terms and Conditions.

Signed and Agreed:

Northland Energy Trading, LLC

By 
 (signature)

Name Richard M Larkin
 (print)

Title: Manager

Phone: 603-644-3343

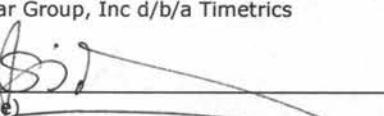
Email: rich@hedgesolutions.com

Fax: _____

Date: 2-23-2012

Mailing Address (Northland)
 Attn: Rich Larkin
 CEO
 Northland Energy Trading, LLC
 500 N. Commercial Drive, Suite 302A
 Manchester, NH, 03101

The A Star Group, Inc d/b/a Timetrics

By 
 (signature)

Name Samantha S. Kumaran
 (print)

Title: CEO / Owner

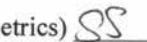
Phone: 212-431-5098

Email: samantha@timetricsrisk.com

Fax: 209-755 5834

Date: 2-23-2012

Mailing Address (Timetrics)
 Attn: Samantha S. Kumaran
 CEO
 The A Star Group, Inc d/b/a Timetrics
 154 Reade Street 2nd Floor
 New York, NY. 10013

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